

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT 16

Spring Lake Park, Minnesota

and

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION**

LOCAL NO. 12, AFL-CIO, CLC

Representing

PARAPROFESSIONAL EMPLOYEES

Effective July 1, 2010 through June 30, 2012

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AGREEMENT

ARTICLE I PURPOSE

- 1.01 **PARTIES:** This Agreement is made and entered into by and between Independent School District 16, Anoka County, Minnesota, hereinafter referred to as the "Employer" and the Office and Professional Employees International Union, Local 12, AFL-CIO, CLC, hereinafter referred to as the "Union".

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- 2.01 **RECOGNITION:** The Employer hereby recognizes the Union as the exclusive representative of all the paraprofessional employees who are designated as such in Case No. 76-PR-931-A.

ARTICLE III DEFINITIONS

- 3.01 **TERMS AND CONDITIONS OF EMPLOYMENT:** Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits (except retirement contributions or benefits), and the Employer's personnel policies affecting the working conditions of the employees, insofar as they are not inconsistent with this Agreement.
- 3.02 **EMPLOYER:** Any reference to the Employer in this Agreement shall mean the School District or it's designated officials or representatives.
- 3.03 **APPROPRIATE UNIT:** The Employer hereby recognizes the Union as the exclusive representative of all paraprofessional employees who are designated as such in the P.E.L.R.A., and are employed by the Employer more than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, and more than sixty-seven (67) work days per year, supervisory and confidential employees are excluded.
- 3.04 **OTHER TERMS:** Terms not defined in the Agreement shall have those meanings as defined by the P.E.L.R.A.
- 3.05 **MEET AND DISCUSS:** Shall mean the exchange of view between the Superintendent or his/her designee and the Union.

ARTICLE IV EMPLOYER RIGHTS

- 4.01 **INHERENT MANAGERIAL RIGHTS:** The Union recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer; its overall budget; utilization of technology; the organizational structure; the elections, direction, assignment and number of personnel; and all management rights and management functions not expressly delegated in this Agreement are reserved to the Employer.
- 4.02 **MANAGEMENT RESPONSIBILITIES:** The Union recognizes the right and obligation of the Employer to manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

- 4.03 **EFFECTS OF LAWS, RULES AND REGULATIONS:** The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by the laws of the State of Minnesota and by all lawful rules, regulations, directives, and orders issued by properly designated officials of the Employer, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

**ARTICLE V
EMPLOYEE RIGHTS**

- 5.01 **RIGHT TO VIEW** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the employee's representative to the expression or communication of a view, grievance, complaint on any matter related to the conditions or compensation of public employment or his/her betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.
- 5.02 **RIGHT TO JOIN:** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiations, grievance procedures, and the terms and conditions of employment for employees of such unit with the Employer.
- 5.03 **DUES CHECK OFF:** Employees shall have the right to dues check-off to the Union, provided that dues check-off and the proceeds thereof shall not be allowed by any organization that has lost its right to dues check-off pursuant to M.S. 179A.01 to 179A.22. Upon receipt of a properly executed authorization card from the employee, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions shall be made each month and transmitted monthly to the Union together with a list of names of the employees from whom deductions were made. The Union agrees to file a dues deduction assignment form with the Employer for each employee prior to such deductions.
- 5.04 **FAIR SHARE FEE:** Employees who are not members of the Union may be required by said Union to contribute a fair share fee for services rendered by the Union, and the Employer, upon notification by the Union, shall be obligated to check-off said fee from the earnings of the employee and transmit the same to the Union each month. It is understood and agreed by the parties that jurisdiction for any dispute arising under the Fair Share Fee law is vested in the Bureau of Mediation Services and, therefore, such matters shall not be subject to the contracted grievance procedure.
- 5.05 **CREDIT UNION DEDUCTIONS:** The Employer agrees to deduct from an employee's salary, who elects to choose such service, payments to Minnesota Education Association Credit Union, Minnesota State Federation of Teachers Credit Union, or Teacher Federal Credit Union. Each employee is limited to one annual request for such deductions that must be made in writing and submitted to the Payroll Department at least thirty (30) days prior to the time such payroll deductions are made. An employee may discontinue such payroll deduction(s) anytime by giving thirty (30) days notice prior to the date such deduction(s) shall cease. If the payroll department is not notified to cease deduction(s) or change deduction(s), the deduction(s) shall continue indefinitely per the last annual request submitted by said employee.

**ARTICLE VI
HOURS OF SERVICE**

- 6.01 **EMPLOYMENT YEAR:** The work year for paraprofessional employees shall be as determined by the School District.
- 6.02 **BASIC WORKWEEK:** The basic workweek for regular paraprofessional employees shall consist of five (5) days (Monday through Friday).
- 6.03 **WORK DAY:** The normal work day for regular paraprofessional employees shall be as determined by the School District, not less than three (3) hours per day, excluding a one-half (1/2) hour unpaid duty free lunch period. A fifteen (15) minute morning and afternoon break will be provided for employees working (7) seven or more hours per day. One fifteen (15) minute break will be provided for employees who work less than seven (7) hours per day. The immediate supervisor will determine the specific lunch and break times.
- 6.04 **MODIFICATIONS IN CALENDAR:** The School District reserves the right to modify the duty day, duty week, or duty year in the event of energy shortage, severe weather, or other exigency, including but not limited to a four (4) day week with increased hours per day. Prior to making a fundamental change in the work schedule such as a four (4) day week, the School District shall meet and confer with the Union. Also, the School District shall not adopt a four (4) day week for paraprofessionals generally except if the School District adopts a four (4) day week generally for the School District.
- 6.05 **STARTING / ENDING TIME:** All employees will be assigned starting and ending times as determined by the Employer.
- 6.06 **SCHOOL CLOSING:** In the event that school is closed for any emergency and the employees are not required to perform services, the employees shall receive compensation equal to a full day's pay if that emergency closed day or days are not rescheduled at a subsequent time. If the day or days are rescheduled by the District, the emergency closed day(s) shall be taken by the employee as a non-duty day.
- 6.07 **EXTENSION OF REGULAR ANNUAL ASSIGNMENT:** Any employee whose regular school year assignment is extended beyond the specified work hours or days of the assigned position shall receive an hourly wage based upon the employee's regular base salary in effect prior to June 30th. Said employee shall also receive an extension of pro-rata paid holidays. Summer employment shall not be construed as an extension of the regular annual assignment.
- 6.08 **WORK SCHEDULE:** The District will, by June 15 or as soon thereafter as practicable, provide notice to all personnel of their assignment for the following year. Any deviation from the basic employment period established herein shall be made and initially approved by the employee's immediate supervisor, and finally approved by the Superintendent or his/her designee.
- 6.09 **REIMBURSEMENT FOR SUMMER EMPLOYMENT:** Employees who are employed in positions that are similar to their regular school year positions for summer programs shall be paid at the negotiated hourly rate in effect during June of that summer. Summer School assignments, such as secretary, shall be paid at a higher rate as determined by Superintendent or his/her designee.

**ARTICLE VII
COMPENSATION & CLASSIFICATION**

- 7.01 **SALARY 2010-2011 AND 2011-2012:** The wages and salaries reflected in Schedule A, attached hereto, shall be part of this Agreement for the 2010-2011 contract year and the wages and salaries reflected in Schedule B, attached hereto, shall be part of this Agreement for the 2011-2012 contract year. In the event a successor Agreement has not been executed at the time of the expiration of this Agreement, an employee shall be compensated at the status quo rate and step until such time that a new Agreement is executed.
- 7.02 **STEP INCREASE STATUS:** The Employer reserves the right to withhold a step increase in individual cases for cause as determined by the Employer. Employer agrees to give the Union thirty (30) days notice of its intention to withhold step increase prior to July 1.
- 7.03 **STEP ADVANCEMENTS:** A new employee shall be hired in the appropriate classification and on such step as agreed between the Employer and the employee dependent upon the Employer's evaluation of the new employee's background and experience. Such an employee shall be eligible for step advancement on July 1, if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in the starting salary on July 1, but shall not be eligible for step advancement until the following July 1. Employees shall advance one step over their 2009-2010 placement for the 2010-2011 contract year. Employees shall advance one step over their 2010-2011 placement for the 2011-2012 contract year.
- 7.04 **NEW EMPLOYEES:** New paraprofessional employees shall be placed in the classification indicated by the nature of the assignment pursuant to Section 7.05 of this Article and initially on the experience level as determined by the Employer after an evaluation of the new employee's background and experience. New paraprofessional employees may not be placed above step 2 in 2010-2011 or step 2 in 2011-2012 of the wage scale without the approval of the union. A new employee shall be eligible for step advancement on July 1, if the employee was hired prior to the first day of the immediate previous January. An employee who is employed after that date shall be entitled to any increase granted in the employee starting salary but shall not be eligible for an experience increment.
- 7.05 **EMPLOYEE CLASSIFICATIONS:** Paraprofessional employees will be identified in the following classifications:
Newly developed positions or re-evaluated positions shall be compensated based upon comparable worth analysis and after conferring with the Union.
- Class A-1-2 Paraprofessionals: This classification includes monitoring paraprofessionals not included in Class A-1-3.
- Class A-1-3 Paraprofessionals: This classification includes special education, media (including computer), office, and instructional paraprofessionals.
- 7.06 **OVERTIME:** Time over forty (40) hours a week shall be paid at the rate of time and one-half (1 1/2) per hour pursuant to federal law.
- 7.07 **TEMPORARY FILL-IN ASSIGNMENTS:** In the event an employee is assigned to temporarily fill a job, which is classified as a higher position, such employee shall be paid at the higher rate of pay (same step as their present classification) for all days worked, including the first day, if the assignment involves more than five (5) consecutive work days.

7.08 **LONG TERM REASSIGNMENTS:** Employees who are reassigned on a long-term basis (for a period of more than thirty [30] working days) shall be reimbursed on the basis of the new class assignment subject to the following:

- A. If an assignment moves the employee to a higher classification, the employee will be paid at the same experience increment that the employee occupied prior to the transfer.
- B. If an employee's assignment is reduced to a lower classification, the employee will be paid at the same experience increment in the new classification that the employee occupied prior to the transfer.

**ARTICLE VIII
GROUP INSURANCES**

8.01 **MEDICAL HOSPITALIZATION INSURANCE:** Effective July 1, 2010, the district shall contribute a sum not to exceed \$542 per month toward medical-hospitalization insurance coverage for full-time staff employed by the District who qualify for and are enrolled in the District's group health and hospitalization plan. For any full-time employee enrolled in the District single deductible medical insurance plan, the district shall redirect \$542 minus the premium of the single deductible medical insurance plan into a VEBA account in the employee's name. For any full-time employee enrolled in the District family deductible medical insurance plan, the district shall redirect \$82 from the premium contribution into a VEBA account in the employee's name.

Effective July 1, 2011, the district shall contribute a sum not to exceed \$542 per month toward medical-hospitalization insurance coverage for full-time staff employed by the District who qualify for and are enrolled in the District's group health and hospitalization plan. For any full-time employee enrolled in the District single deductible medical insurance plan, the district shall redirect \$542 minus the premium of the single deductible medical insurance plan into a VEBA account in the employee's name. For any full-time employee enrolled in the District family deductible medical insurance plan, the district shall redirect \$82 from the premium contribution into a VEBA account in the employee's name.

Cost of the premium not contributed by the District shall be borne by the employee and paid by payroll deduction. If an employee chooses not to participate in any medical-hospitalization insurance, he/she may receive additional life insurance as specified in Section 8.03.

8.02 **DENTAL INSURANCE:** The Employer shall contribute a sum not to exceed \$30.00 per month toward the premium for single or family coverage for each eligible employee who is enrolled in the dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

8.03 **LIFE INSURANCE:** The Employer shall provide each paraprofessional employed less than 1020 hours per year, (usually less than 6 hrs/day), a \$5,000 term life insurance policy. The premium for such policy shall be paid by the Employer. The Employer shall provide each regular paraprofessional employee, (usually 6 hrs/day or more), a \$10,000 term life insurance policy and the premium for such policy shall be paid by the Employer. For those regular employees choosing not to participate in the Employer's medical-hospitalization insurance, the Employer shall provide each employee with an additional \$10,000 term life insurance policy and the premium shall be paid by the Employer.

- 8.04 **INCOME PROTECTION:** The Employee shall contribute 100 % of the premium for the purchase of the Employer's group income protection plan for eligible employees participating in the plan. The additional cost of the premium shall be borne by the employee and paid by payroll deduction.
- A. This policy will provide for payment to an employee if the employee is totally disabled and under regular care of a licensed physician as a result of accident or sickness.
 - B. Benefits will begin after the number of consecutive days of total disability, as determined by the contract the district negotiates with the insurance provider, and the income benefit with total disability shall be equal to 66-2/3% of the basic monthly earnings.
 - C. Pre-existing physical and mental conditions are fully covered.
 - D. The income benefit shall be reduced by the amount of any benefits payable under Worker's Compensation or similar legislation, such as PERA, Social Security, or any other federal, state or municipal government plan.
 - E. The outline of provisions herein is subject to the master policy and if there is a conflict, the terms of the master policy shall govern. For more detailed information on the master policy, an employee should seek this information through the Personnel Office of the School District.
- 8.05 **ELIGIBLE EMPLOYEES:** Except as otherwise stated herein, the parties agree that only regular paraprofessional employees shall be eligible for group insurance benefits as provided in this Article. A regular paraprofessional employee shall be one annually employed at least 1,020 hours per year (just under 6 hours per day), exclusive of special assignment employment (i.e. summer school). A new employee will participate in the benefits outlined in this Article effective with the first day of employment.
- 8.06 **CLAIMS AGAINST THE EMPLOYER:** It is agreed that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the Employer pursuant to this Article. It is further understood that the Employer's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefit by an insurance carrier.
- 8.07 **NOTIFICATION:** It is the Employer's responsibility to inform all new employees of eligible insurance benefits and how to implement such benefits within ten (10) working days after start of employment.
- 8.08 **DURATION OF INSURANCE:** An employee is eligible for Employer contribution as provided in this Article. Upon termination of employment, all Employer contributions shall cease, effective the last working day. However, any terminated employee may continue coverage in the group plan, at the employee's expense pursuant to Minnesota Statutes.

ARTICLE IX LEAVES OF ABSENCE

- 9.01 **SICK LEAVE:**
- A. **Sick Leave Days per Year:** Eligible paraprofessional employees shall earn (1) day (equal to the length of the employee's regular day) of sick leave for each

month of service for a maximum of nine (9) days per annum, accumulative to eighty five (85) days.

- B. Use of Sick Leave: Sick leave with pay shall be allowed by the Employer up to a maximum as stated in 9.01 (A) whenever an employee's absence is found to have been due to illness which prevented the employee's attendance and performance of duties on that day or days. The Employer may at any time require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

An employee's sick leave accumulation shall be listed on the employee's payroll check attachment.

- C. An employee may utilize a reasonable amount of days of his/her annual accrued sick leave for illness involving the employee's spouse, parent or dependent child. Days used shall be deducted from sick leave.
- D. Record Keeping: Sick leave shall be paid in the regular pay period.
- E. Retroactive: Sick leave earnings shall not be retroactive.
- F. Employees under this provision who have been absent from work five (5) or more working days because of illness must furnish a physician's certificate of return to good health to their supervisor before they will be permitted to return to work.
- G. The School District may require at any time a certified physician's statement on the health status of any employee in the unit at the expense of the School District.

9.02

WORKER'S COMPENSATION:

- A. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the employ of the Employer under the provisions of the Worker's Compensation Act, the Employer will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.
- B. A deduction shall be made from the employee's accumulated sick leave according to the pro-rata portions of days of sick leave, which is used to supplement Worker's Compensation.
- C. Such payment shall be paid by the Employer to the employee only during the period of disability.
- D. In no event shall the additional compensation paid to the employee by virtue of sick leave result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
- E. Employees who are absent from work as a result of an injury compensable under the Worker's Compensation Act who elect to receive sick leave pursuant to this policy shall show the Worker's Compensation check to the Employer prior to receiving payment from the Employer for their absence.

- F. Any employee who has experienced any loss of work time due to a worker's compensation injury must report to the Personnel Office within 36 hours after returning to their assignment.

9.03

CHILD CARE LEAVE:

- A. The School District shall grant upon request of the employee a child care leave, without pay, to one parent of a pre-school age child, natural or adopted, subject to the provisions of this section. For purposes of this section, the term childcare shall include but not be limited to the period of time when an employee is pregnant.
- B. In the event of pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize sick leave with pay during the period of disability. Thereafter, the employee may request a child care leave. However, if the employee requests a child care leave prior to the onset of disability, such child care leave shall be in effect from the date of commencement through the period of child birth and recovery.
- C. A pregnant employee shall notify the Personnel Office in writing not later than the end of the sixth month of pregnancy, and also at such time, provide a physician's statement indicating the estimated date of delivery of the child.
- D. An employee may take a child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the employee and the Superintendent or his/her designee, taking into account the continuity of the instructional program and the desire of the employee.
- E. The School District shall not, in approving a child care leave of absence, be required to grant any leave more than twelve (12) months in duration. The employer shall not be required to permit the employee to return to his/her employment prior to the date designated in the approved child care leave.

9.04

EMERGENCY LEAVES: In the event of emergency, an employee may be granted up to three (3) days of paid leave per work year. Requests for emergency leave shall be made in writing to the immediate supervisor at least three (3) days in advance of the anticipated absence, whenever practicable. In the event it is not practicable to submit a written request in advance, an employee shall, upon return, submit a written request providing an explanation of the emergency to the immediate supervisor. The granting of emergency leave shall be solely at the discretion of the Employer. Emergency leave shall be deducted from sick leave and shall normally not be granted for the day preceding or the day following holidays and the first and last days of the employee's work year.

9.05

BEREAVEMENT LEAVE:

- A. Up to four (4) days of bereavement leave per occurrence shall be granted for death in the family or deaths of people who were of personal significance to the employee.
- B. Days used pursuant to this section shall be deducted per incidence from sick leave but shall not count as days deducted for perfect attendance. The particular number of days elected under this section shall be subject to the Superintendent's discretion depending upon the circumstances surrounding the death.

- C. Days used pursuant to this section shall be deducted per incidence from sick leave. The particular number of days elected under this section shall be subject to the Superintendent's discretion depending upon circumstances surrounding the death.

9.06 **MEDICAL LEAVE:**

- A. An employee who has completed the probationary period and who is unable to perform duties because of illness or injury, and who has exhausted all sick leave credit available, shall upon request be granted a medical leave of absence, without pay, up to eight (8) months. The Employer may, in its discretion, renew such a leave.
- B. A request for leave of absence or renewal thereof, under this section, shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.
- C. An employee who fails to comply with the provisions of this section or who fails to seek a medical leave as provided in this section, shall be terminated by the Employer.
- D. The School District will follow the provisions of the Federal Family Medical Leave Act.

9.07 **GENERAL LEAVE OF ABSENCE:** Leaves of absence without pay for up to three (3) months may be granted to employees at the discretion of the School District. The School District's decision shall be final and non-grievable.

9.08 **MILITARY LEAVE:** Military leave shall be granted pursuant to applicable law.

9.09 **EXPERIENCE CREDIT:** An employee on leave under Sections 9.01, 9.02, 9.03, 9.05 and 9.06 of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which had been accrued at the time the leave commenced and for use upon the employee's return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this section.

9.10 **SENIORITY:** For purposes of seniority standing during such leaves of absence, any employee on an approved leave, pursuant to this Article, shall continue to accrue seniority at the same rate as the year in which the leave was granted.

9.11 **ELIGIBLE EMPLOYEES:** The parties agree that only employees who are under employment for a minimum of 510 annual hours and 150 days per school year shall be entitled to sick leave and emergency leave benefits.

9.12 **PERSONAL LEAVE DAY:**

- A. Qualified employees who have accumulated a minimum of 15 sick leave days shall be eligible for two (1) Personal Leave Day per annum. Personal leave days shall be deducted from sick leave. The granting of a Personal Leave Day shall be solely at the discretion of the District designee.
- B. Qualified employees who have accumulated a minimum of 30 sick leave days shall be eligible for two (2) Personal Leave Day per annum. Personal leave days shall be deducted from sick leave. The granting of a Personal Leave Day shall be solely at the discretion of the District designee.

- 9.13 **WELLNESS INCENTIVE:** Any full-time or otherwise eligible paraprofessional with a minimum of fifteen (15) days in their sick leave bank is eligible to participate in the incentive of selling back of sick leave days at \$50 per day for contribution to their 403(b) account. The selling back of these days is not matched by the District. The eligibility for conversion will be based on the following schedule:

<u>Sick Leave Days Used In Previous Year</u>	<u>Number of Days Allowed to Sell</u>
1 or less days	4 sick leave days at \$50/day
Greater than 1, up to 3 days	2 sick leave days at \$50/day

ARTICLE X HOLIDAYS

- 10.01 **PAID HOLIDAYS:** Eligible employees under these provisions shall receive holiday pay for nine (9) paid holidays per contract year. Said holidays shall be **Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, the Monday of Spring Break, Good Friday, Memorial Day, and 1 day to be determined by the district.**

It is understood that the nine (9) holidays are defined as the employee's average workday as it pertains to hours worked. Holidays shall be paid in the regular payroll period.

- 10.02 **SCHOOL IN SESSION:** The Employer, however, reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof with the understanding, however, that eligible employees under this Article will not lose the number of holidays because of re-scheduling.

- 10.03 **WEEKENDS:** Holidays that fall on weekends will be observed on a day established by the Employer.

- 10.04 **ELIGIBILITY:** In order to be eligible for holiday pay employees:

A. Must have worked their scheduled work day before and after the holiday unless said employee was on a daily excused illness, emergency, personal day, or excused daily (paid or unpaid) leave under these provisions.

B. Must have been employed for a minimum of 510 annual hours and 150 days per school year.

ARTICLE XI EARLY RETIREMENT

- 11.01 **ELIGIBILITY:**

A. Subject to Chapter 298, Laws of 1973, full-time unit employees who have completed at least fifteen (15) years of continuous service with the School District and who are at least fifty-five (55) years of age shall be eligible for early retirement pay, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School District. Early retirement pay shall not be granted to unit employees discharged for cause by the School District.

B. For the purposes of this Article, an employee must be a full-time employee at the time of the retirement and hired before July 1, 2002 to be eligible for early retirement benefits.

- 11.02 **DEFINITION:** This Article shall apply only to regular paraprofessional employees regularly employed at least 1,020 hours per year (just under 6 hours per day).

- 11.03 **NUMBER OF DAYS:** An eligible unit employee, upon early retirement, shall receive as early retirement pay an amount representing the employee's unused sick leave days, not to exceed seventy-five (75) days.
- 11.04 **DAILY RATE OF PAY:** In applying these provisions, an employee's daily rate of pay shall be the daily rate at the time of retirement, as provided in the basic salary schedule for the regular fiscal year, and shall not include longevity, or any additional compensation for extended employment or other extra compensation.
- 11.05 **EARLY RETIREMENT PAY RESTRICTIONS:** Employees on any other type of leave except legislative leave, jury duty leave, or those leaves resulting from being recalled to active military service shall not accrue any credit toward severance pay while on any such leave. All credit to apply toward severance pay must be full time, defined as an employee regularly employed at least thirty (30) hours per week and 170 days per year.
- 11.06 **PAYMENT OPTIONS:** Early Retirement payments shall be made in the following manner: If the amount is \$500 or more, 50% will be set up in a VEBA and the remainder paid directly to the employee. If the total amount is less than \$500, the total amount shall be paid directly to the employee. In the event that an employee dies with payment options payable under 11.06, the employee's spouse or estate shall receive the balance of payments.
- 11.07 **MAXIMUM NUMBER OF ANNUAL RETIREES:** The number of employees to annually be granted early retirement with the one pay option shall be limited to four (4) staff members. If the number of requests exceeds the limitation, priority shall be given on the basis of length of service to the District. All applications for early retirement shall be in the office of the Superintendent no later than April 1st so that proper budgetary and program planning can take place. Notwithstanding the above, the Employer shall not be required to provide early retirement benefits to more than six paraprofessional employees during any fiscal year period.
- 11.08 **INSURANCE APPLICATION:** Employees hired before December 31, 1995, who will retire pursuant to this Article, shall be provided a monthly district contribution toward group health and hospitalization insurance in the amount of \$100 per month. This contribution shall continue for a period of thirty-six (36) months or until Medicare qualified, whichever comes first, at which time such School District contribution will cease. Employees shall pay the remaining balance due on premiums for such programs. It is the responsibility of the employee to make arrangements with the Payroll Department to pay the School District the monthly premium amounts in advance and on such date as determined by the School District. Employees hired after December 31, 1995 will not be eligible for the District contribution in Section 11.08. Employees hired after December 31, 1995 may remain on the group policy until Medicare qualified, however the employee will be responsible for the monthly premium.

ARTICLE XII PARAPROFESSIONAL RETIREMENT TRUST

- 12.01 **PARAPROFESSIONAL RETIREMENT TRUST (403(B) PLAN):**
The purpose of the Paraprofessional Retirement Trust is to encourage employees to develop a financial plan for their future by providing funding, which would have otherwise been available at retirement, for investment during the course of employment with the District. This plan will require participation by the employee coupled with a matching contribution from the District. The objective of the plan is to develop a long-term solution to the concept of early retirement (severance) as outlined in Article XI. Such plan shall be conducted under the rules of I.R.C. 403 (b).
- 12.02 **AMOUNT OF MATCHING CONTRIBUTION:**

Commencing July 1, 2007, the District shall match up to the first \$500.00 (five hundred dollars) of the Paraprofessional's contribution to the 403 (b) plan.

12.03 **ELIGIBILITY:** Paraprofessional eligibility to participate in the plan will be as follows:

- Subd. 1: Paraprofessionals shall be eligible to receive matching funds upon completion of the probationary period in the Paraprofessional Unit in the District.
- Subd. 2: Paraprofessionals hired prior to July 1, 2002, shall be eligible to participate in the 403 (b) plan and may elect to participate. In the event of such election, such electing Paraprofessional shall forfeit the Early Retirement benefits as stated in Article XI.
- Subd. 3: Paraprofessionals hired on or after July 1, 2002 shall be eligible to participate in the 403 (b) plan, and shall not be eligible for the Early Retirement benefits.
- Subd. 4: Eligible Paraprofessionals must make application for participation in the 403 (b) annuity matching program by July 1, for that school year. Once an eligible Paraprofessional elects to participate in the 403 (b) annuity matching program, said election is for that school year and will continue each subsequent year unless modified by the Paraprofessional.
- Subd. 5: Any Paraprofessional on unpaid leave of absence shall not be eligible to participate in the plan.

12.04 **MAXIMUM DISTRICT CONTRIBUTION:**

The amount the District shall contribute to any Paraprofessional's 403 (b) plan shall not exceed ten thousand dollars (\$10,000) during the time of the Paraprofessional's employment with the District.

**ARTICLE XIII
DISCIPLINE, DISCHARGE AND PROBATION**

- 13.01 **PROBATIONARY PERIOD:** Effective upon the date of execution of this contract, any new employee under the provisions of this Agreement shall serve a probationary period of one hundred twenty (120) working days of continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure.
- 13.02 **PROGRESSIVE DISCIPLINE / DISCHARGE:** The School Board or their designee shall have the right to discharge an employee for just cause. Disciplinary actions by the School Board or their designee shall include the following four (4) steps except in cases of a serious magnitude which could seriously jeopardize the safety of the students, co-workers or the physical assets of the School District.
 - 1. Oral reprimand
 - 2. Written reprimand
 - 3. Suspension without pay
 - 4. Discharge

Employees who are subject to above actions shall have the right to the grievance procedure.

- 13.03 **COMPLETION OF PROBATIONARY PERIOD:** An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause, which is subject to the grievance procedure.

**ARTICLE XIV
VACANCIES & JOB POSTINGS**

- 14.01 **POSTING OF VACANCIES & NEW POSITIONS:** All permanent vacancies and new positions will be posted for a minimum of five (5) working days in all buildings by the building Principal. In addition, the principal shall provide the building Union Representative with a copy of said posting. A permanent vacancy is defined as one lasting more than six (6) months. A position may be filled temporarily pending completion of the posting and application procedures.
- 14.02 **APPLICATIONS FOR VACANCIES & NEW POSITIONS:** All employees under this Agreement, including those on lay off status, may submit application in writing for any vacancy or new position which is posted pursuant to this Article.
- 14.03 **FILLING OF VACANCIES & NEW POSITIONS:** In filling a vacancy or new position, the Employer shall first consider the applications of qualified employees who have made application. Determination and assessment of qualifications shall be as determined by the Employer. The seniority of the employee shall be considered and applied, along with other relevant factors in the filling of vacancies and new positions. If qualifications are substantially equal, as determined by the Employer, the senior employee shall be given preference. An unsuccessful candidate may seek review of the matter providing a written appeal is made to the Employer within ten (10) days after notice has been posted. However, the decision of the Employer shall be final and binding and such decision shall not be subject to the grievance procedure.
- 14.04 **MAILED NOTICES:** Employees of the unit desiring to be personally notified of any vacancies or new positions occurring within the unit may provide a stamped, self-addressed envelope. If the Personnel Office of the School District is provided with such an envelope on file when a vacancy or new position is posted, the School District will automatically forward the vacancy or new position notice to the employee.
- 14.05 **NOTICE OF FILLING OF VACANCY:** Notice of the candidate selected to fill a vacancy or new position shall be provided to the Union Representative in all buildings.
- 14.06 **EXPERIENCE CREDIT:** Employer will take into account relative employee experience when an employee moves from a paraprofessional position to a clerical position or vice versa.
- 14.07 **ADMINISTRATIVE TRANSFER:** Employees may be transferred by the Employer. Seniority and posting requirements established by this Article shall not apply to administrative transfers involving two (2) permanent employees. Administrative transfers will be discussed with the Union prior to implementation. Administrative transfers shall not be allowed for unfair or arbitrary reasons.

**ARTICLE XV
SENIORITY**

- 15.01 **RECOGNITION:** The parties recognize the principle of seniority in the application of this Agreement within classification and qualifications concerning reduction in force and assignment of vacation periods.
- 15.02 **DATES:** The Employer shall promulgate a paraprofessional employee's seniority list during January of each year. A new employee who is continued on the payroll after completing the probationary period shall be placed on the seniority list as of the first date of employment. If more than one employee is employed on the same date, seniority ranking shall be determined by lot. Seniority shall mean the length of continuous service and shall be cumulative only within this bargaining unit.

- 15.03 **RETENTION:** Employees who leave this unit but remain in the employ of the School District will retain seniority accrued while a member of this unit, but will not accrue additional seniority until returning to the unit. Such accrued seniority rights may be exercised to return to the bargaining unit only if their non-unit position with the Employer has been eliminated.
- 15.04 **LAYOFF:** In the event the Employer determines to reduce the staff, employees shall be laid off in inverse order of seniority. A senior employee shall not be placed on lay off while a junior employee on the seniority list occupies a position, providing the senior employee has the qualifications to satisfactorily perform the job.
- 15.05 **RE-HIRING:** The Employer shall post available positions and upon re-hiring, shall do so within the area of classification and qualification. Under no circumstances shall the Employer hire from the open market while employees are on the recall list and qualified, as determined by the School District, to perform the duties of the vacant position.
- A. An employee recalled shall receive a rate of pay consistent with the terms of this Agreement.
- B. An employee on lay off shall retain his/her seniority and right to reinstatement consistent with the terms of this Article for a period of one (1) year after the date of lay off. An employee on lay off for more than one (1) year shall forfeit all rights under this Agreement.
- C. Employees shall forfeit their seniority if they fail to return to an offered position for which they are qualified, which is substantially equal to their most recent classified position in the School District, within ten (10) days after being recalled by certified mail, with return receipt, unless due to actual illness or accident. It is the responsibility of the employees on lay off to keep the School District advised of their current mailing address.
- 15.06 **REDUCTION OF THE WORK FORCE:** If a reduction of the work force necessitates the restructure of any remaining job positions, the Union shall be notified.
- 15.07 **PART-TIME PARAPROFESSIONAL CREDIT:** The Employer will take into account relative employee seniority when an employee moves from a paraprofessional position to a clerical position, or vice versa. A clerical employee shall be credited with .5 of the hours they have accumulated as a paraprofessional employee for seniority purposes only. This seniority credit shall be effective for clerical and paraprofessional members employed after September 1, 1984.

ARTICLE XVI GRIEVANCE PROCEDURE

- 16.01 **GRIEVANCE DEFINITION:** A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the Employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.
- 16.02 **REPRESENTATIVES:** Employer may be represented during any step of the procedure by any person or agent designated by the parties to the Agreement to act in their behalf.
- 16.03 **DEFINITIONS & INTERPRETATIONS:**
- A. **Extension:** Time limits specified in this Agreement may be extended by mutual agreement of the parties.

- B. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays in this contract.
- C. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.
- D. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

16.04 **TIME LIMITATIONS & WAIVERS**: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date of the event giving rise to the grievance occurred, or after the date the employee, should have had knowledge through the use of reasonable diligence. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another level within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the Employer's designee.

16.05 **DEFINITION OF EMPLOYER REPRESENTATIVE**: It shall be the duty of the Employer to post notice of the Employer representative designated to handle grievances at any particular level. If the Employer fails to post such notice, the Union may serve any notices required by the grievance procedure on the Director of Operations.

16.06 **ADJUSTMENT OF GRIEVANCES**: The Employer and/or designee and the Union shall attempt to adjust all grievances, which may arise during the course of employment of any employee in the following manner:

Level I: If the grievance is not resolved through informal discussions, between the employee and the employee's supervisor, the supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. The School Board, or its designee, or a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

- 16.07 **SCHOOL BOARD REVIEW:** School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to affirm, reverse, or modify such decision.
- 16.08 **DENIAL OF GRIEVANCES:** Failure by the Employer or its representative to issue a decision within the time periods provided herein, including observance of dates and times of meeting, shall constitute a denial of the grievance and the employee may appeal it to the next level.
- 16.09 **ARBITRATION PROCEDURE:** In the event that the Union and the Employer are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.
- A. **Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved employee and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.
- B. **Prior Procedure Required:** No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions of this Article, except if otherwise agreed by the parties.
- C. **Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the P.E.R.B. to appoint an arbitrator pursuant to M.S. 179A.21, Subd. 2, providing such is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the P.E.R.B. within the time periods provided herein shall constitute a waiver of the grievance.
- D. **Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be on the merits of the original grievance.
- E. **Decision:** The decision by the arbitrator shall be rendered in writing and shall include Findings of Fact and Conclusions. The written decision shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as defined by the P.E.L.R.A.
- F. **Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the

arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

- G. **Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement, nor shall the arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

- 16.10 **GRIEVANCE FORMS:** Forms used for filing grievances shall be provided by the School District (attachment C).

ARTICLE XVII MISCELLANEOUS

- 17.01 **JURY DUTY PAY:** An employee who is called for jury duty will be reimbursed for the difference between the amount paid for such services and the employee's straight time hourly rate for regular scheduled hours for work during the period of service. Employees will be expected to report for their regular duties when temporarily excused from attendance at court. Such employees shall not suffer any loss of seniority during such absences.
- 17.02 **AUTOMOBILE:** Employees will not be required to provide their own transportation while on official business for the Employer. An allowance set by the Employer shall be for authorized use of personal cars in connection with Employer's business.
- 17.03 **JOB STEWARDS:** The Employer recognizes the right of the Union to designate job stewards or job committees from the employees to handle such Union business as may from time to time be delegated to such stewards or committee by the Union.
- 17.04 **BOND:** Should the Employer require that any employee covered under this Agreement be bonded, the premium for such bond shall be paid by the Employer.
- 17.05 **NOTICE TO THE UNION:** All notices to an employee under this Agreement involving a permanent change in assignment, promotion, lay off, or leave of absence of more than thirty (30) days, shall be given in writing with a copy sent to the Union office.
- 17.06 **NEW POSITIONS:** In the event the Employer creates new positions in the appropriate unit that are not covered by the present classifications structure in the Agreement, prior to establishing the position, the Employer shall indicate to the Union the proposed classification and structure of the position and, in the event of disagreement, the Union shall have the right to meet and negotiate pursuant to the P.E.L.R.A. on the compensation for such position. For purposes of this provision, in the event of impasse procedures of the P.E.L.R.A. may be utilized.
- 17.07 **NON-DISCRIMINATION:** Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotions, transfer, lay off, discharge or otherwise because of race, color, creed, national origin, sex or age. The parties recognize that jurisdiction for the enforcement of such discrimination matters provided herein is vested solely in the

various state and federal agencies and the courts and, therefore, the parties agree that complaints regarding such matters shall not be subject to the grievance procedure.

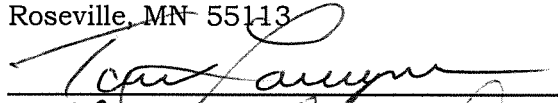
17.08 **TAX SHELTERED ANNUITY:** The employer will continue to make available to paraprofessional employees the tax shelter annuity program pursuant to M.S. 123.35, sub. 12, and Employer Policy.

**ARTICLE XVIII
DURATION**

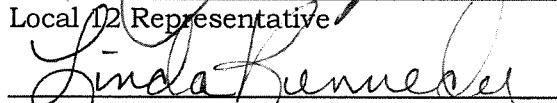
- 18.01 **TERM & REOPENING NEGOTIATIONS:** This Agreement shall remain in full force and effect for a period commencing on its date of execution through June 30, 2012 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2012, it shall give written notice of such intent no later than April 1, 2012.
- 18.02 **EFFECT:** This Agreement constitutes the full and complete agreement between the Employer and the Exclusive Representative. The provisions herein relating to terms and condition of employment supersede any and all prior Agreements, resolutions, practices, Employer policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.
- 18.03 **FINALITY:** Any matters relating to the current contract term, whether or not referred to in this Agreement shall not be open for negotiation during the term of this Agreement, except by mutual agreement of the parties.
- 18.04 **SEVERABILITY:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.
- 18.05 **RETROACTIVITY:** Except as otherwise provided within this Agreement, and as soon as practical after execution of this Agreement, the School District shall provide retroactive pay pursuant to this Agreement from the beginning of the 2010-2011 school year for all Paraprofessionals employed as of the date of execution of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**For Office & Professional
Employees International Union, Local 12**
2277 Highway 36 N. Suite 150
Roseville, MN 55113



Local 12 Representative




Employee Representative

Dated this day 12-1, 2010

For Independent School Dist. 16
1415 81st Ave N.
Spring Lake Park, MN 55432



Chair



Clerk

Dated this day December 14, 2010

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 16 (hereinafter referred to as the School District) and OPEIU LOCAL 12 (hereinafter referred to as the Union), representing the Paraprofessional Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2010 through June 30, 2012.

2. Notwithstanding the collective bargaining agreement of even date, paraprofessional staff employed as of the last duty day of the 2010-11 school year shall be compensated at the same step and lane occupied at the close of the 2010-11 school year pursuant to Schedule B of the collective bargaining agreement for the period from July 1, 2011 through June 30, 2012.

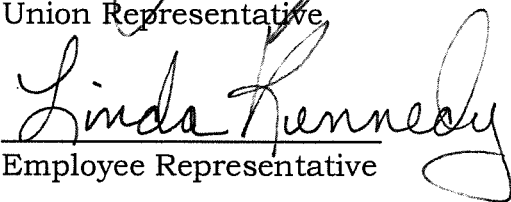
This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2012.


OPEIU LOCAL 12
2277 Highway 36, Suite 150
Roseville, MN 55113

Independent School Dist. 16
1415 81st Avenue NE
Minneapolis, MN 55432


Union Representative


Chair


Employee Representative


Clerk

Dated: 12-1 2010

Dated: December 14 2010

ATTACHMENT A

**PARAPROFESSIONAL EMPLOYEES
SALARY SCHEDULE A**

2010-2011

<u>STEP</u>	<u>Monitoring</u>	<u>Office, Media Special Ed, Instructional</u>
	<u>A-1-2</u>	<u>A-1-3</u>
1	13.06	13.74
2	13.40	14.22
3	13.85	14.83
4	14.30	15.46
5	14.78	16.12
6	15.26	16.81
7	16.06	17.71

*Longevity Pay:

Completed 10 years	\$0.25 per hour
Completed 15 years	\$0.50 per hour
Completed 20 years	\$0.75 per hour
Completed 25 years	\$1.00 per hour

These amounts are not cumulative (i.e. \$0.50 after completed 15 years replaces the \$0.25 after completed 10 years).

Previously awarded longevity rates will be grandfathered in. All longevity rates earned beginning with this (2010-2012) contract will reflect the new rates.

*** Years completed in the bargaining unit per the seniority list.**

ATTACHMENT B

**PARAPROFESSIONAL EMPLOYEES
SALARY SCHEDULE B**

2011-2012

<u>STEP</u>	<u>Monitoring</u>	<u>Office, Media Special Ed, Instructional</u>
	<u>A-1-2</u>	<u>A-1-3</u>
1	13.13	13.81
2	13.47	14.29
3	13.92	14.90
4	14.37	15.54
5	14.85	16.20
6	15.34	16.89
7	16.40	18.08

*Longevity Pay:

Completed 10 years	\$0.25 per hour
Completed 15 years	\$0.50 per hour
Completed 20 years	\$0.75 per hour
Completed 25 years	\$1.00 per hour

These amounts are not cumulative (i.e. \$0.50 after completed 15 years replaces the \$0.25 after completed 10 years).

Previously awarded longevity rates will be grandfathered in. All longevity rates earned beginning with this (2010-2012) contract will reflect the new rates.

*** Years completed in the bargaining unit per the seniority list.**

ATTACHMENT C

**GRIEVANCE REPORT FORM
SPRING LAKE PARK PUBLIC SCHOOLS**

NAME: _____

Date Grievance Occurred _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Signature of Grievant

Date

Copies to: Superintendent
Supervisor
Personnel

(ATTACHMENT D)

FORM 110G

DATE: _____

TO: BUILDING PRINCIPAL / SUPERVISOR

FROM: _____

RE: REQUEST FOR A PERSONAL LEAVE DAY

I, _____, would like to request a Personal Leave Day on _____ . I have read and understand the provisions for a Personal Leave Day which are outlined in the contract for my bargaining unit and agree to comply with these guidelines. I understand that this will be deducted from my sick leave.

To ensure a substitute will be available, please request a substitute through **Kelly Services 1-800-KELLY13**, upon receipt of this approved absence form.

A FORM 100 MUST BE COMPLETED UPON RETURN. SEND FORM 100 AND "SUBSTITUTE TIME SHEET" TO **PAYROLL** AFTER PRINCIPAL HAS SIGNED THEM.

EMPLOYEE SIGNATURE DATE

PRINCIPAL/SUPERVISOR APPROVAL DATE

PLEASE SEND THIS FORM TO PERSONNEL ASAP FOR PROCESSING THANK YOU!